

DARS Vendor Agreement APPENDIX E

PROVISION OF LONG-TERM EMPLOYMENT SUPPORT SERVICES

This Appendix defines general expectations applicable to the provision of Long-Term Employment Support Services to eligible and appropriate individuals. Funds for the services are provided by an amendment to the DARS budget which provides additional funding to expand long-term employment support services for people with severe disabilities. This funding allows people with severe disabilities to access and maintain employment choices. The funds are allocated based on recommendations from an established steering committee. The funds cannot be used to supplant current funding for long-term employment support services.

I. SCOPE OF SERVICES

- A. The Vendor shall provide the following employment services to eligible individuals paid in accordance with the U. S. Department of Labor regulations and served in accordance with CARF standards.
 - 1. The Vendor shall provide Long-Term Employment Support Services to eligible individuals in accordance with Extended Employment Services definitions and guidelines found in Appendix C, Provision of Extended Employment Services.
- or*
- 2. The Vendor shall provide Long-Term Employment Support Services through the provision of on-going support associated with Supported Employment in accordance with current federal regulations, the Virginia *DARS Guide for Supported Employment*, and Appendix D of the DARS Vendor Agreement.
- B. The Vendor shall, in coordination with the appropriate local DARS counselor, identify the persons to be served and submit completed applications to the Department. These individuals may either be new admissions or individuals who have not been sponsored for employment services by public funds during the past 12 months prior to application. There will be a mechanism established by DARS to make exceptions in the event of hardship.
- C. The Vendor shall possess a current DARS Vendor Agreement which authorizes the services. Current approved vendor rates for the applicable model will be used to determine reimbursement rates for the long-term support.
- D. The Vendor shall provide Long-Term Employment Support Services based on its allocation and approved client applications. The Vendor shall monitor utilization and expenditures and initiate appropriate actions to maintain the planned level of service and to offer continuity of services for the individuals served. If a vendor chooses to maintain more individuals than their allocation can support, the vendor must be willing to assume responsibility for these extra individuals even if no funds are available for reallocation during the given fiscal year. The authorized amounts paid to vendors for LTESS is payment in full. The Vendor shall not charge the Department and/or consumers any additional amounts, unless the Department approves it in writing in

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advance. The Vendor shall document attempts to secure sponsorship and the absence of alternative funding sources. The funding cannot be used to supplant current dollars.

- E. The Vendor shall provide services to individuals who are severely disabled and who require long-term support to access or maintain employment in either an extended employment setting or a supported employment setting, and who are not receiving or currently eligible for financial sponsorship from another public source. LTESS funding is not disability specific, and therefore, organizations accepting LTESS funding must work with all DARS consumers and not discriminate on the basis of disability.
- F. The Vendor shall establish, with the active involvement of the individual served and the local DARS counselor, an individualized service plan that addresses the desired outcomes and expectations of the person served based on his/her preferences, identified strengths, abilities, aptitudes, and needs. The plan should incorporate the best practices of services delivery commonly accepted in the field of rehabilitation. The plan should specify a level of services consistent with the needs of the person served.
- G. The Vendor shall maintain for DARS review an individual case record for each person served that is clear, complete, and current. Records should include, but not be limited to, documentation of disability, individual service plans, and monthly progress reports for each LTESS funded individual as well as adhere to current CARF standards.
- H. The Vendor shall submit reports in the manner prescribed by the guidelines of selected programs and as prescribed by the Department.
- I. The vendor shall maintain ongoing CARF accreditation in the appropriate CARF categories related to the services provided.

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II. EVALUATION CRITERIA

Services delivered under this Appendix to the Agreement shall be evaluated in accordance with the Scope of Services articulated in this document. Program reviews shall focus upon, but not be limited to:

- A. The extent to which the Vendor provides employment options consistent with the informed choices, abilities, and needs of the individuals served.
- B. The number, type, and percentage of successful employment outcomes realized by the persons served.
- C. The provision of program management services as outlined in the Scope of Services and as reflected by the submission of required documents and maintenance of appropriate case documentation.
- D. The degree to which the allocation is monitored, utilized, and managed efficiently by the Vendor.
- E. The timely and accurate submission of all invoices, reports, and documents as required.
- F. The maintenance of and compliance with a current vendor agreement.

III. REPORTING AND BILLING REQUIREMENTS

- A. The Department shall provide funds as determined through the provisions of the General Assembly and with the input of an established steering committee. The Department shall notify the Vendor of its annual funding allocation. Actual reimbursement shall be on a fee-for-service utilization basis. The Department shall reimburse the Vendor within 20 days of receipt of an appropriate and accurate invoice. The Vendor will be paid at the established unit of service rate for services provided to designated clients. Utilization patterns and allocations will be reviewed periodically throughout the year, and at the end of the fiscal year, for possible redistribution in order to ensure maximum services throughout the Commonwealth.
- B. The vendor shall submit reports monthly to the DARS counselor for a minimum of three months after LTESS Services begin up to DARS closure of the case. After DARS case closure the Vendor shall maintain monthly reports in their client files. These files are to be made available to DARS for auditing upon request.
- B. The vendor shall maintain documentation of local DARS involvement in the client selection process. In collaborative efforts involving a DARS service program, the vendor shall submit a completed application form for each individual to be served. Where services from the local DARS counselor are not indicated, vendor must maintain documentation of disability as well as documentation of DARS counselor participation in the client selection process.

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- C. The Department shall provide a Requisition/Invoice by the first (1st) day of each month.
- D. The Vendor must submit monthly invoices using the LTESS/EES Internet based Requisitioning System by the tenth (10th) day of the month following the month services are provided. The Department shall not be obligated to pay for services when the Vendor fails to submit an accurate invoice within thirty days after the close of the calendar month in which services are delivered.
- E. For SE cases, the Vendor must submit justification documentation in the form of a monthly report for each individual for which the billing hours exceed 20% of total hours worked. The Department reserves the right to withhold payment when an ESO fails to provide proper justification.
- F. For SE cases, with agreement of the consumer, DARS counselor and ESO job coach either bimonthly or quarterly contacts with the consumer in follow along would be acceptable to DARS provided that 1) the consumer and family understand the frequency, 2) the consumer is given access to follow along supports if needed sooner than the next scheduled contact, and 3) the ongoing supports being provided are adequate to meet the client's needs with respect to maintaining employment. The type of contact may be either face to face or by other means. Otherwise, the frequency and type of contact must be provided on a sufficient basis, based on consumer need, in order to ensure that the consumer is maintained in employment.